

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS
EAST ST. LOUIS DIVISION

EMPLOYERS & CEMENT MASONS #90)
PENSION FUND and EMPLOYERS &)
CEMENT MASONS #90 HEALTH &)
WELFARE FUND,)

Plaintiffs,)

vs.)

No. 05-CV-332

JIM REAGAN d/b/a JM REAGAN)
CONCRETE,)

Defendant.)

STIPULATED ORDER

This cause coming on to be heard before this Honorable Court upon the Complaint filed by the Plaintiffs, EMPLOYERS AND CEMENT MASONS #90 HEALTH AND WELFARE FUND and PENSION FUND *et al.*, against the Defendants, JIM REAGAN d/b/a JM REAGAN CONCRETE.

WHEREAS, the Plaintiffs' and the Defendants' have hereby agreed to enter into a stipulated judgment as evidenced by the signatures herein below of the respective counsel for the parties hereto;

WHEREAS, the Plaintiffs' filed their Complaint against the Defendants' on May 10, 2005, said Complaint being served upon the Defendants on May 16, 2005;

WHEREAS, Defendants' filed its Answer to the Complaint;

WHEREAS, the Defendants' has agreed that judgment be entered in favor of the Plaintiffs' and against the Defendants' for the following:

- A. Attorney's fees and costs incurred in this matter in the amount of \$5,796.60 as set forth in Plaintiffs' Amended Affidavit in support of the Stipulated Judgment Order. Attached and made a part of this Order as **Exhibit A**.
- B. \$8,630.92 in delinquent fringe benefit contributions due and owing to Plaintiffs' for the period of 2002 through 2004, as set forth in **Exhibit B**.
- C. \$863.09 in liquidated damages due and owing to Plaintiffs pursuant to the Fund's Restatement Agreement and Declaration of Trust.

WHEREAS Defendants' and Plaintiffs' have duly executed a Promissory Note and Settlement Agreement containing the scheduled payment arrangement between the parties to retire the sum of \$15,290.61, with all due credits referenced therein. The Settlement Agreement and Promissory Note are attached and made a part of this Stipulated Judgment Order as **Exhibit C**.

WHEREAS, the Defendants' and Plaintiffs' specifically acknowledge that the United States District Court of the Southern District of Illinois shall retain jurisdiction to enforce the terms and conditions of the Promissory Note and Settlement Agreement entered into between the parties pursuant to Kokkonen v. Guardian Life Insurance Company of American, 114 S.Ct. 1673, 511 U.S. 375 (1994).

WHEREFORE, it is hereby ordered that the Defendants', JIM REAGAN d/b/a JM REAGAN CONCRETE shall pay to plaintiffs the total sum of \$15,290.61.

ENTERED this 21st day of December, 2007.

/s/ David R. Herndon
DISTRICT JUDGE

APPROVED AS TO CONTENT AND FORM:

CENTRAL LABORERS' PENSION
FUND, *et al.*,
Plaintiffs,

JM REAGAN d/b/a JM REAGAN
CONCRETE,
Defendants,

BY: s/ Britt W. Sowle
Britt W. Sowle
CAVANAGH & O'HARA
Attorneys for the Plaintiffs
1609 North Illinois Street
Swansea, Illinois 62226
Telephone: (618) 222-5945
Facsimile: (618) 222-6755
britt@cavanagh-ohara.com

BY: s/ Timothy J. Bates.
Timothy J. Bates
Attorney for Defendants
1112 West Main Street
Belleville, Illinois
Telephone: (618) 310-1463
Facsimile: (618) 310-1465
Tim62220@aol.com